



Health Services
LOS ANGELES COUNTY

June 5, 2007

**Los Angeles County
Board of Supervisors**

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Second District

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John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

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through leadership,
service and education.*



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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO AGREEMENTS WITH TWO
EXISTING CONTRACTORS AND AN AGREEMENT WITH FOUR NEW
CONTRACTORS FOR RADIATION THERAPY SERVICES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to execute Amendment No. 6 to Agreement Nos. H-210759 and H-210760, substantially similar to Exhibit I, with Western Tumor Medical Group, Inc. (Western Tumor) and Valley Radiotherapy Associates Medical Group, Inc. (Valley Radiotherapy), effective July 1, 2007 through December 31, 2007, for the provision of radiation therapy services for approximately 13 patients referred by Olive View-UCLA Medical Center (Olive View) who have not completed the full course of their treatment regimens, for an estimated cost of \$158,000 for the six-month extension.
2. Approve and instruct the Director of Health Services, or his designee, to execute an Agreement, substantially similar to Exhibit II, with St. Francis (St. Francis) and St. Vincent (St. Vincent) Medical Centers, Santa Clarita Radiotherapy Medical Group (Santa Clarita), and South Bay Cancer Center, LLC (South Bay), effective July 1, 2007 through June 30, 2012, for the provision of radiation therapy services for patients referred by all Department of Health Services' (DHS or Department) medical facilities who require the services, for an estimated cost of \$768,000 annually.
3. Approve and instruct the Director of Health Services, or his designee, to execute Agreements, substantially similar to Exhibit II, with other interested radiation therapy providers who are determined qualified by a Certification/Questionnaire and accept County rates of payment for these services.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is authorizing the Director of Health Services, or his designee, to: 1) offer and sign an Amendment to Agreements with Western Tumor and Valley Radiotherapy for the provision of radiation therapy services for approximately 13 Olive View oncology patients who

are currently being treated by the two contractors and need additional time to complete their treatment regimens; 2) offer and sign new five-year Agreements with four contractors who responded to the Request for Proposals (RFP) issued by the Department for the provision of as-needed radiation therapy services for patients referred by all DHS medical facilities; and 3) offer and sign Agreements with other qualified providers to ensure there is adequate geographic coverage for oncology patients referred by DHS medical facilities. For example, of the four respondents, only Santa Clarita, is located near Olive View and other providers may be needed to ensure sufficient services are available.

FISCAL IMPACT/FINANCING:

The estimated cost of the Amendments for Olive View with Western Tumor and Valley Radiotherapy for the six-month extension period, effective July 1, 2007 through December 31, 2007, is \$158,000.

The estimated annual cost for the five-year Agreements, effective July 1, 2007 through June 30, 2012, is \$768,000. At the present time, only Olive View and Harbor/UCLA Medical Center (Harbor) anticipate using these contract services. The estimated annual costs are \$428,000 and \$340,000 for Olive View and Harbor, respectively.

Funding is included in the Department's Fiscal Year 2007-08 Proposed Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Harbor-UCLA Medical Center (Harbor)

In April 1986, DHS issued a Letter of Interest (LOI) to providers of radiation therapy services in the South Bay area. On June 30, 1987, the Board approved the initial agreement with St. Francis. Three subsequent amendments extended the term through June 30, 1998.

On June 30, 1998, the Board approved the existing Agreement with St. Francis to continue the provision of radiation therapy services to patients referred by Harbor. On subsequent occasions, the Board approved amendments to extend the Agreement through June 30, 2005.

On March 15, 2005, the Board approved an amendment which extended the term through June 30, 2006, and changed the method of reimbursement from a per treatment rate of \$85 to a flat rate of \$3,650 per case. On May 2, 2006, the Board approved an amendment to extend the term through June 30, 2007.

Olive View

An LOI was issued in July 1988 to various providers of radiation therapy services in the San Fernando Valley area because Olive View did not have the staff or the equipment to provide inpatient radiation therapy services.

On November 27, 1990, the Board approved Agreements with Western Tumor and Valley Radiotherapy.

On subsequent occasions, the Board approved amendments to extend the Agreements through June 30, 2007.

The new five-year Agreements will become effective July 1, 2007 and continue in full force and effect through June 30, 2012.

The Agreements contain all the required standard provisions.

The Department has determined that the radiation therapy services are of a professional nature and are required on an intermittent and as-needed basis. The Department also has determined that the Agreement is not Proposition A and therefore the provisions of the County's Living Wage Ordinance Program do not apply.

The administrative staff at the various DHS medical facilities will continue to monitor the contractors' performance to assure compliance with the terms and conditions of the Agreements.

Attachments A, B, and C provide additional information.

County Counsel has approved the Amendment and Agreement (Exhibits I and II) as to use and form.

CONTRACTING PROCESS:

On December 18, 2006, the Department issued a RFP for radiation therapy services for oncology patients referred by all DHS medical facilities. By the submission deadline of January 18, 2007, DHS received proposals from the following four agencies: St. Francis, St. Vincent, Santa Clarita, and South Bay. Western Tumor and Valley Radiotherapy did not respond to the RFP.

The Department advertised the RFP on the Los Angeles County On line and DHS' Web Sites and in local newspapers in December 2006.

An Evaluation Committee composed of County staff from various DHS facilities' radiology departments have completed the evaluation of the four proposals and have recommended that all four providers be offered an agreement.

Under the new Agreement, the County will pay the contractors a negotiated "flat rate per case" (Attachment B) and/or "per treatment/procedure rates" (Attachment C), which are based on Medi-Cal rates.

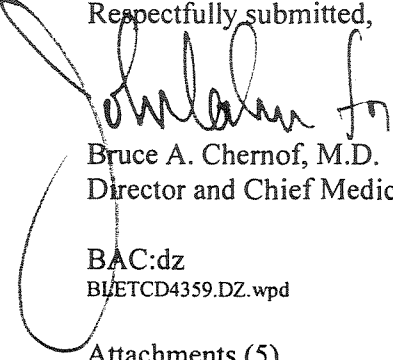
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Amendment and Agreements will ensure the continued and uninterrupted provision of essential radiation therapy services to patients referred by the various DHS medical facilities.

The Honorable Board of Supervisors
June 5, 2007
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read "Bruce A. Chernof".

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:dz
BI/ETCD4359.DZ.wpd

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AND AMENDMENT1. Type of Service:

Radiation Therapy Services at all Department of Health Services' medical facilities.

2. Agency Addresses and Contact Persons:

St. Francis Medical Center
3630 Imperial Highway
Lynwood, California 90262
Attention: Jeffrey Blend, Director
Telephone: (310) 603-6589
Email: jblend@msn.net
Contract No.: H-209631-4

St. Vincent Medical Center
2131 W. Third Street
Los Angeles, California 90057
Attention: Cathy Fickes, President/CEO
Telephone: (213) 484-5511
Fax: (213) 207-5843
Email: CathyFickes@dochs.org

Santa Clarita Radiotherapy Medical Group
26357 McBean Parkway, Suite 150
Santa Clarita, California 91355
Attention: Ken Dalebout, Director
Telephone: (714) 688-3501
Fax: (714) 688-5555
Email: daleboutkr@allianceoncology.com

South Bay Cancer Center, LLC
14608 South Hawthorne Blvd.
Lawndale, California 90260
Attention: Dr. Laurence Cohen, Owner
Telephone: (310) 978-4970
Fax: (310) 375-0975
E-mail: donnacohensbcc@aol.com

Western Tumor Medical Group, Inc.
5522 Sepulveda Blvd.
Sherman Oaks, California 91411
Attention: Robert Roig, Director
Telephone: (818) 997-1522
Fax: (661) 259-2990
Email: rroig@vantageoncology.com

Valley Radiotherapy Associates Medical Group, Inc.
880 Apollo Street, Suite 329
El Segundo, California 90245
Telephone: (310) 335-4065
Fax: (310) 335-4096
Email: www.valley-radiotherapy.com

3. Term:

The term of the Amendment to Agreement Nos. H-210759 and H-210760 will be effective July 1, 2007 through December 31, 2007.

The term of the new five-year Agreement will be effective July 1, 2007 through June 30, 2012.

4. Financial Information:

For the Amendment to the Agreements with Western Tumor and Valley Radiotherapy, the estimated cost for the six-month period is \$158,000. For the new Agreements with St. Francis, St. Vincent, Santa Clarita, and South Bay, the estimated annual cost is \$768,000.

Funding is included in the Department's Fiscal Year 2007-08 Proposed Budget and will be requested in future fiscal years.

5. Approvals:

Harbor-UCLA Medical Center:	Miguel Ortiz-Marroquin, Interim Chief Executive Officer
Olive View-UCLA Medical Center:	Gretchen McGinley, Interim Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Robert E. Ragland, Senior Deputy

RADIATION THERAPY SERVICES

FLAT RATE PER CASE

<u>Type of Service</u>	<u>Maximum Rate of Payment</u>
All Radiation Therapy Services*	\$4,275 per case for County-responsible patients**

* A full range of associated services are included in the per case rate, i.e., consultations, planning, physics, simulations, blocks/wedges, casts, lab, and x-rays.

** Contractor shall bill the third-party payer for services rendered to patients covered by Medi-Cal or other third-party payer insurance.

Note: Intensified Modulated Radiation Therapy (IMRT) will be used in all cases where clinically indicated, i.e., prostate cancer, at the same per case rate.

PER TREATMENT/PROCEDURE RATE (MEDI-CAL RATES)

<u>TREATMENT CATEGORIES</u>	<u>CPT CODES</u>	<u>RATE*</u>
<u>Complex Definitive (7-8 weeks therapy)</u>	77794	<u>\$183.05</u>
<ul style="list-style-type: none"> - Primary Full Breast - Prostate (Standard-4 field) - Larynx (b.i.d. treatment) - Primary Head & Neck - Multi-fractioned Head & Neck - Rectum/Anus with or without surgical excision - Esophageal-Definitive w/Biopsy only - Sarcomas-extremities - Gallbladder - Bladder - Pituitary - Brain Tumors - Nasopharyngeal Carcinoma - Pancreas-long course - Single/Multi-fractioned lung - Advanced Chest Wall Recurrence - Breast - Definitive GYN Cancers (w/Boosts, Para-Aortic Treatment) (Cervix, vulva, vaginal, tubal) - Craniospinal Irradiation - Post-op Endometrium with Para-Aortic Lymph Nodes - Post-op Cervix with Para-Aortic Lymph Nodes - Post-op Vagina with Para-Aortic Lymph Nodes - Post-op Vulva with Para-Aortic Lymph Nodes 		
<u>Definitive (5-6 weeks therapy)</u>	77793	<u>\$163.05</u>
<ul style="list-style-type: none"> - Pre/Post-op breast/adjuvant or recurrent chest wall 2-3 field - Post-op Esophageal - Post-op Endometrium - Mantle only (Hodgkin's) or Consolidated Treatment Hodgkin's (multiple sites) - Non Hodgkin's Lymphoma - Extended Field - Non Hodgkin's Lymphoma (Head and Neck) - Kaposi's Sarcoma - Long Course - Post-op Colon - Post-op Prostate - Recurrent Cervix (curative intense-external only) - Skin Cancer (4-6 week course) - Pos-op Head and Neck - Post-op Cervix CA - Post-op Vaginal CA - Post-op Vulva CA - Definitive Cervix - Testicular CA - Seminoma/Non-Seminoma - Pancreas - short course - Thyroid and Mediastinal Tumors 		

<u>TREATMENT CATEGORIES</u>	<u>CPT CODES</u>	<u>RATE*</u>
<u>Complex Standard</u>	77792	<u>\$146.61</u>
- Emergency Palliative (e.g., Spinal Cord)		
- Bone Mets (>3 sites treated at the same time)		
- Whole Brain. C-2		
- Skin CA - short course (< 3 weeks)		
- Kaposi Sarcoma - AIDS related		
- Palliative Lung - short course (3-5 weeks)		
- Palliative Pelvis - short course (3-5 weeks)		
- Graves Ophthalmopathy		
- Orbital Pseudotumor		
- Hemi-Body Lower Half		
- Limited Field Hodgkin's or No-Hodgkin's - Consolidative Therapy or Palliative		
<u>Standard</u>	77791	<u>\$130.98</u>
- Bone Mets (1-2 Sites treated at the same time)		
- Whole Brain		
- Hip/Heterotopic Bone-Formation		
- Pre-op Rectum		
- Pre-op Bladder		
- Kaposi Sarcoma - short course (< 1 week)		
<u>Other (Non-Malignant)</u>		
- Pterygium (3 treatments)	372.40	
One area		<u>\$ 58.35</u>
Two areas		<u>\$116.70</u>
- Keloid	701.4	<u>\$ 71.99</u>
<u>Treatment Planning Ultrasound</u>	76872	<u>\$ 67.65</u>
<u>Follow-up Visits</u>	99214	<u>\$ 37.50</u>
- All categories include <u>two</u> follow-up visits per year for the first two years		
- After two years, need approval		
<u>CT Treatment Planning (CPT4)</u>	76370	<u>\$136.22</u>
<u>3-D Conformal Radiation Therapy Treatment Codes</u>		
- Initial Consult	99241	<u>\$ 30.60</u>
	99242	<u>\$ 47.20</u>
	99243	<u>\$ 59.50</u>
	99244	<u>\$ 81.40</u>
	99245	<u>\$102.20</u>

<u>TREATMENT CATEGORIES</u>	<u>CPT CODES</u>	<u>RATE*</u>
<u>3-D Conformal Radiation Therapy Treatment Codes(Cont'd)</u>		
- Treatment Planning Complex	77263	<u>\$210.10</u>
- CT Simulation Complex	77295	<u>\$813.13</u>
- Simulation Complex	77290	<u>\$155.89</u>
- Simulation Intermediate	77285	<u>\$127.02</u>
- Simulation Simple	77280	<u>\$ 80.14</u>
- Isodose Complex	77315	<u>\$121.13</u>
- Special Therapy Port Plan	77321	<u>\$179.20</u>
- Special Medical Radiation Physics Consultation	77370	<u>\$ 95.19</u>
- Special Treatment Procedures	77470	<u>\$253.65</u>
- x 7 Basic Dosimetry Calculation(s)	77300	<u>\$126.06</u>
- x 9 Continuing Medical Physics	77336	<u>\$ 55.08</u>
- x 9 Port Films (Verification)	77417	<u>\$ 57.30</u>
- x 9 Weekly Treatment Management	77427	<u>\$114.37</u>
- x 7 Treatment/Immobilization Devices	77334	<u>\$129.80</u>
- x 40 Daily Treatment Delivery	77413	<u>\$ 50.62</u>
	77414	<u>\$ 58.83</u>
	77416	<u>\$ 67.04</u>
- Follow Up Visit	99211	<u>\$ 12.00</u>
	99212	<u>\$ 18.10</u>
	99213	<u>\$ 24.00</u>
	99214	<u>\$ 37.50</u>
	99215	<u>\$ 57.20</u>
<u>Intensified Modulated Radiation Therapy (IMRT) Radiation Therapy Treatment Codes</u>		
Pre IMRT Treatment Planning Codes:		
- Initial Consult	99241	<u>\$ 30.60</u>
	99242	<u>\$ 47.20</u>
	99243	<u>\$ 59.50</u>
	99244	<u>\$ 81.40</u>
	99245	<u>\$102.20</u>
- Physician Clinical Treatment Planning – Complex	77263	<u>\$ 210.10</u>
- Initial Simulation (position/leveling)	77290	<u>\$155.89</u>
- Physics Consultation	77370	<u>\$ 95.19</u>
- Special Treatment Procedure	77470	<u>\$253.65</u>
- Ultra Sound Localization (if needed)	76950	<u>\$ 57.57</u>
- x 4 or less Immobilization Treatment Devices – Complex	77334	<u>\$129.80</u>
IMRT Dosimetry Treatment Planning Codes:		
- IMRT Dosimetry Treatment Plan x one per course	77301	<u>\$1,237.18</u>
- x 7 or less Basic Dosimetry Calculation(s)	77300	<u>\$ 126.06</u>
Post IMRT Planning Treatment Codes:		
- Simulation Simple	77280	<u>\$ 80.14</u>
- x 44 or less IMRT Daily Treatment Delivery	77418	<u>\$ 523.76</u>

TREATMENT CATEGORIES

CPT CODES

RATE*

Post IMRT Planning Treatment Codes (Cont'd):

-	x 4 or less Treatment Devices per port or fluence diagram – Complex	77334	\$ 129.80
-	x 9 or less Continuing Medical Physics	77336	\$ 55.08
-	x 9 or less Port Films (verification of iso-center set up every 5 fractions)	77417	\$ 57.30
-	x 9 or less Physicians Clinical Treatment Management (per 5 fractions)	77427	\$ 114.37
-	Ultra Sound Localization (if needed)	76950	\$ 57.57
-	Follow Up Visit	99211	\$ 12.00
		99212	\$ 18.10
		99213	\$ 24.00
		99214	\$ 37.50
		99215	\$ 57.20

3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost:

-	Initial Consult	99241	\$ 30.60
		99242	\$ 47.20
		99243	\$ 59.50
		99244	\$ 81.40
		99245	\$ 102.20
-	Treatment Planning Complex	77263	\$ 210.10
-	CT Simulation Complex	77295	\$ 813.13
-	Simulation Complex	77290	\$ 155.89
-	Simulation Intermediate	77285	\$ 127.02
-	Simulation Simple	77280	\$ 80.14
-	Isodose Complex	77315	\$ 121.13
-	Special Therapy Port Plan	77321	\$ 179.20
-	Special Medical Radiation Physics Consult	77370	\$ 95.19
-	Special Treatment Procedures	77470	\$ 253.65
-	x 7 Basic Dosimetry Calculation(s)	77300	\$ 126.06
-	x 9 Continuing Medical Physics	77336	\$ 55.08
-	x 9 Port Films (Verification)	77417	\$ 57.30
-	x 9 Weekly Treatment Management	77427	\$ 114.37
-	x 7 Treatment/Immobilization Devices	77334	\$ 129.80
-	x 40 Daily Treatment Delivery	77413	\$ 50.62
		77414	\$ 58.83
		77416	\$ 67.04
-	Follow Up Visit	99211	\$ 12.00
		99212	\$ 18.10
		99213	\$ 24.00
		99214	\$ 37.50
		99215	\$ 57.20

TREATMENT CATEGORIES**CPT CODES****RATE*****IMRT Boost CPT Codes:**

-	x 1 IMRT Dosimetry Treatment Plan	77301	\$ 1,237.18
-	x 10 IMRT Daily Treatment Delivery	77418	\$ 523.76
-	x 1 Ultra Sound Localization (if needed)	76950	\$ 57.57

Stereotactic Radiosurgery:

-	SRS Complete (1 session)	G0173	\$ 407.83
-	Special Dosimetry	77331	\$ 53.75
-	Tx Device, Custom Blocking mask	77334	\$ 129.80
-	Tx Device, Additional (x# of fields)	77334	\$ 129.80
-	Basic Dosimetry	77300	\$ 126.06
-	Basic Dosimetry, Add (x# of fields)	77330	\$ 126.06
-	Continuing Rad, Physics	77336	\$ 55.08
-	Special Physics Consultation	77370	\$ 95.19
-	3D Simulation/3d Isodose	77295	\$ 813.13
-	Clinical Tx Plan	77263	\$ 210.10
-	SRS Tx Mgt	77432	\$ 284.32

* Proposed rates shall be at the Medi-Cal rates.

Note: IMRT will be used in all cases where clinically indicated, i.e., prostate cancer, at the same treatment rate.

Contractor shall bill the third-party payer for services rendered to patients covered by Medi-Cal or other third-party payer insurance.

EXHIBIT I

Contract No. _____

RADIATION THERAPY SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (here-
after "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"RADIATION THERAPY SERVICES AGREEMENT", dated May 11, 1999, and
further identified as Agreement No. _____, and Amendment
Nos. 1, 2, 3, 4, and 5 thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term, and make other hereafter described
changes; and

WHEREAS, Medical Facility shall retain professional and
administrative responsibility for the services provided under
this Agreement; and

WHEREAS, Agreement is slated to expire on June 30, 2007; and
it is the desire of the parties to extend the term of
Agreement, on a month-to-month basis, for a maximum of six (6)
additional months, to and including December 31, 2007; and

WHEREAS, County intends to terminate or close-out this Agreement in coordination with Contractor to ensure the completion of all the necessary treatments to oncology patients referred by Medical Facilities; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on July 1, 2007.

2. That Paragraph 1, TERM AND TERMINATION, Subparagraph "A", be revised and amended to read as follows:

"A. This Agreement shall be effective May 20, 1999, and shall continue in full force and effect on a month-to-month basis, to and including December 31, 2007, unless sooner terminated or canceled under the conditions of this Agreement."

3. That Paragraph 35, CONTRACTOR'S CLOSE-OUT OBLIGATIONS, be added to the Additional Provisions in the Agreement as follows:

"35. CONTRACTOR'S CLOSE-OUT OBLIGATIONS: Contractor shall complete the necessary treatments to all oncology patients referred by County's Medical Facilities who are

currently under the care of Contractor. Contractor shall make every effort to expedite the close-out.

4. During the term of this Amendment, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDCD4360.DZ
4/20/07

EXHIBIT II

Contract No. _____

RADIATION THERAPY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (hereafter "DHS" or "Department"), a network of County hospitals, comprehensive health centers and health centers (hereafter collectively referred to as "County Facility" or "County Facilities" as appropriate); and

WHEREAS, County Facilities require radiation therapy service contractors to provide these services to their patients; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing radiation therapy services as described hereunder and possesses the competence, expertise, facilities, and personnel required to provide such services; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, in response to County's Request for Proposal ("RFP") for Radiation Therapy Services, Contractor submitted a proposal to County to provide such services; and

WHEREAS, based on its RFP competitive process, DHS selected Contractor for recommendation to County's Board of Supervisors (hereafter "Board") for the award of a contract to provide such services; and

WHEREAS, County Facility shall retain professional and administrative responsibility for the services provided under this Agreement; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall be effective on July 1, 2007, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight June 30, 2012.

In any event, this Agreement may be canceled or terminated at any time by County, with or without cause, upon giving at least thirty (30) calendar days' prior written notice to Contractor.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant

hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right or any other termination rights exercisable by County hereunder, and the same be exercised at any subsequent time.

County may terminate this Agreement immediately if Contractor's license to operate its facility hereunder is revoked or suspended, or if Contractor fails to maintain its status as an authorized provider for the Medicare or Medi-Cal programs.

2. DEFINITIONS: The following terms shall have only the following respective meaning for purposes of this Agreement:

A. County-Referred Patients - Any patient referred to Contractor's facility by County Facilities for radiation therapy services.

B. County-Responsible Patients - Those County-referred patients who are 1) subscribers or enrollees of the Los Angeles County Community Health Plan (CHP), or 2) patients otherwise deemed to be County-Responsible by Director.

C. Third-Party Covered Patients - Those County-referred patients who are 1) covered by Medi-Cal or who are Medi-Cal eligible, as determined by County at the time of referral to Contractor (except as defined as County-Responsible in Subparagraph B above), or 2) covered by Medicare (except as defined as County-responsible in Subparagraph B above), or 3) covered by private medical health insurance, or 4) enrollees of a private health maintenance organization.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide radiation therapy services in the manner and

form as described in the body of this Agreement and Exhibit "A", attached hereto and incorporated herein by reference, to patients referred by County Facilities listed in Exhibit "B", attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of services provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. Contractor shall provide radiation therapy services at the Practice Locations listed in Exhibit "C", attached hereto and incorporated herein by reference. Contractor may add or delete Practice Locations by providing at least thirty (30) days prior written notice to the appropriate referring County Facility(ies).

4. BILLING AND PAYMENT: County shall reimburse Contractor for the services rendered hereunder pursuant to this Agreement at the rates set forth in Schedule 1 ("Flat Rate Per Case") and Schedule 2 ("Per treatment/Procedure Rate") of Exhibit A, attached hereto and incorporated herein by reference, and in accordance with the billing and payment procedures described below.

A. For radiation therapy services provided to County-referred outpatients where County Facility has identified the third-party coverage (i.e., Third-Party Covered Patients, as defined above) and so informed Contractor, Contractor shall bill the applicable third party and accept such payment as payment in full.

B. If third-party coverage is determined by County Facility after County has paid Contractor, County Facility shall so inform Contractor and Contractor shall

bill the applicable third-party payer for the services provided. Upon receipt of payment from the third-party payer, Contractor shall refund to County all monies paid by County to Contractor for that patient.

C. For all County-Responsible Patients as defined above, Contractor shall bill County at the rate set forth in Schedule 1 or Schedule 2, as provided in Exhibit A. The referring County Facility shall select the rate of payment from either Schedule, and inform Contractor of its selection upon referral.

D. Contractor agrees that all claims for payment for services provided to subscribers and enrollees of the CHP shall be made directly to County and further agrees that Contractor, its agents, trustees, or assignees shall look solely to County for payment and not to the subscriber or enrollee. County Facility will inform Contractor if the patient referred by County Facility is a CHP subscriber or enrollee.

E. County Facility shall also inform Contractor if a patient's status changes from inpatient to outpatient.

F. All billings to County by Contractor shall be in arrears, shall clearly identify the patient for whom services were provided, shall reflect and describe in reasonable detail the services for which claim is made, shall include Contractor's name as it appears on the first page of this Agreement, and shall include the Agreement number. Each invoice shall be approved and signed by the Contractor's duly authorized designee.

G. Original invoices shall be submitted directly to the appropriate County Facility's expenditure management office no later than thirty (30) business days after the end of each calendar month.

H. Subject to the terms and conditions of this Agreement, and upon receipt of a complete and correct billing, County shall reimburse Contractor within thirty (30) calendar days.

I. Upon expiration or prior termination of this Agreement, Contractor shall submit to the appropriate County Facility's expenditure management office within ninety (90) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to the appropriate County Facility's expenditure management office within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

5. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6. NON-EXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of radiation therapy services, and County has, or may enter into agreements (i.e., contracts) with other providers to provide radiation therapy services, or may perform all of part of such services, when possible, using County employees.

7. RULES AND REGULATIONS: During the time that Contractor's employees or agents are on County premises, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each fiscal year. If the Board fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate

of Consent to Self-Insure" issued by the State in which services will be provided.

Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health Services; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659; prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to,

expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees, and relating to any actual or alleged infringement of any patent or copyright, or other rights of any third party.

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with

limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent

thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

13. SUBCONTRACTING:

A. Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

B. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

C. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the exhibit(s) and schedule(s) attached hereto.

D. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

E. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director, or his/her authorized designee, shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no

liability or responsibility for any payment or other compensation for any subcontractor.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS of which the terms and conditions therein contained are part of this Agreement.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

18. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

19. CONTRACTOR'S OFFICES: Contractor's office is located at _____
_____. Contractor's business telephone number is _____
_____ and facsimile/FAX number is _____. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address,

business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

20. PRIOR AGREEMENT REPLACED OR SUPERSEDED: Effective July 1, 2007, this Agreement shall replace and supersede the Radiation Therapy Services Agreement identified below, and any and all Amendments thereto:

Contract No. _____

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor - East
Los Angeles, California 90012

Attention: Division Chief

- (2) Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509

Attention: Chief Executive Officer

- (3) LAC+USC Medical Center
1200 North State Street
Los Angeles, California 90033

Attention: Chief Executive Officer

- (4) Martin Luther King, Jr.-Harbor Hospital
12021 South Wilmington Avenue
Los Angeles, California 90059

Attention: Chief Executive Officer

- (5) Olive View/UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91343

Attention: Chief Executive Officer

- (6) Rancho Los Amigos National Rehabilitation Center
7601 East Imperial Highway
Downey, California 90242

Attention: Chief Executive Officer

B. Notices to Contractor shall be addressed as follows:

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles
has caused this Agreement to be subscribed by its Director of Health Services, and

/

/

/

/

/

/

/

Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AGRCD4358.DZ
5/9/07

ADDITIONAL PROVISIONS
RADIATION THERAPY SERVICES

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ADDITIONAL PROVISIONS

RADIATION THERAPY SERVICES

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealings with County under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall

include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided

any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and

applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such

representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not

limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes.

8. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT

TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law.

Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

9. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY

FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

10. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

11. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such

inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under

federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time

the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

13. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of

services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation

liability, the sole employees of Contractor and not employees of County.

Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

19. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (1) the lesser number is a recognized industry standard as

determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's

definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD")

Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

21. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open

position. The DPSS will refer GAIN or GROW participants by job category to the Contractor.

22. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S

EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility shall include a review of compliance with the provisions of this Paragraph.

24. PURCHASE OF FURNITURE, EQUIPMENT, AND SUPPLIES: Contractor and Director shall ensure that all furniture, fixtures, equipment, materials, and supplies

required for the performance of services hereunder are obtained in the most efficient and cost effective manner and in compliance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

Prior to the inception of Agreement, Director shall apprise Contractor in writing whether State or federal law or County ordinances, rules, or policies require that the purchase of furniture, equipment, materials, or supplies hereunder be performed by County's Purchasing Agent. If furniture, equipment, materials, or supplies must be acquired through County's Purchasing Agent, Director shall apprise Contractor in writing as to County's equipment procurement procedures. Unless otherwise stated, all furniture, fixtures, equipment, materials, and supplies purchased or obtained with funds provided by County under this Agreement are the property of County, may be used by Contractor during the term of this Agreement for the provision of services hereunder, and shall be returned to County immediately upon request of Director following the expiration or termination of this Agreement. (The parties understand that with respect to consumables purchased with County funds hereunder, only those consumable items still on hand at the expiration or termination of Agreement will be returned to County).

Acquisition costs of furniture, fixtures, equipment, materials, and supplies which are reimbursable by County under the terms of this Agreement shall not exceed those amounts allocated for such purpose, as referenced in the Schedule(s), attached hereto and incorporated herein by reference. These items may only be acquired during the budget period reflected in the Schedule(s), attached hereto and incorporated herein by reference.

A. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Director, in conjunction with Contractor, shall place identifying labels on all such property indicating the proprietary interest of County.

B. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for the provision of services under this Agreement. Within ninety (90) calendar days of the effective date of Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained with County funds designated for

the provision of services hereunder. Contractor shall update this report on a calendar quarterly basis to reflect any additional purchases or acquisitions, and shall provide copies thereof to Director.

C. Protection of County Property: Contractor shall take all reasonable precautions to protect all furniture, fixtures, equipment, material, and supplies, purchased or obtained using any County funds for the provision of services hereunder, against damage or loss by fire, theft, vandalism, or misuse. During the term of Agreement and until its return to County, Contractor shall maintain, repair, protect, and preserve said furniture, fixtures, equipment, materials, and supplies to assure its full availability and usefulness for the performance of services under this Agreement.

All such furniture, fixtures, equipment, materials and supplies shall be used only for the performance of services under this Agreement.

Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

D. Disposition and Return of County Property: Upon expiration or earlier termination of this Agreement, Contractor shall provide to Director a final inventory of any and all furniture, fixtures, equipment, materials, and supplies purchased with funds obtained for the provision of services under this Agreement. Except for consumable items used in connection with its performance of Agreement services, Contractor shall return to County the same quantity and quality of items as specified in the initial and any supplemental inventory, less consideration for

reasonable wear and tear. Arrangements for the return of all furniture, fixtures, equipment, materials, and supplies shall be made by Director, at County's expense, following the receipt of said final inventory.

Upon Director's request, Contractor shall: (1) provide immediate access to and render all necessary assistance for physical removal by Director of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using County funds designated for the provision of services, or (2) at Director's option, deliver any or all items of such property to a location in Los Angeles County designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

25. USE OF RECYCLED-CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee,

agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the

performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;
- (2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- (3) The appointment of a Receiver or Trustee for Contractor;
- (4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from

time-to-time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all

its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that the Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, or any public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision to its presentation to the County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right, at its sole discretion, to modify, deny or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a

material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor,

which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

34. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

35. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

36. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

37. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of Director.

38. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

40. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by section 319 of Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

41. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

42. SPARTA: A County program, known as SPARTA (Service Proposers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc., administers the SPARTA program. For additional information, a Contractor may call (800) 420-0555 or contact SPARTA through the e-mail: carol@2sparta.com.

EXHIBIT A

STATEMENT OF WORK AND RATE SCHEDULES 1 and 2

A. Definitions:

1. Hospital Administrator

Administrators of County Medical Facilities (hereafter "County Facility" or "County Facilities"), or their authorized designees.

2. County Facility's Contract Administrator

County Facility's Contract Administrator is authorized to represent the County Facility and is authorized to manage, supervise, and monitor all aspects of Contractor's performance.

3. Director

Director of the Department of Health Services (hereafter "DHS" or "Department"), or his duly authorized designee.

4. Contractor's Quality Assurance Program

Contractor shall have a written Quality Assurance Program that describes the program's objectives, monitoring measures, evaluation and corrective activities for ensuring the provision of quality services. Contractor shall submit this written program to County Facility's Quality Assurance Division for review and approval and shall review and update the plan annually securing County Facility's approval of all updates and/or corrections. Contractor shall maintain records of peer reviews, audits, corrective actions for a period of seven (7) years

from the date such records were prepared and shall provide to County Facility's Quality Assurance Committee copies of these records as requested or in the case of patient care events.

Contractor shall permit access to medical records to members of the Quality Assurance Committee for the purpose of collecting patient care data, conducting quality assurance studies and other activities required by the Joint Commission (JC).

Contractor shall participate in the activities of County Facility's Quality Assurance Committee to integrate its patient care activities with those of County Facility, if requested by County Facility.

5. Contractor's Quality Control Plan

Contractor shall maintain a quality control plan to ensure that the requirements of the contract are met in regard to employee orientation, employee health, licensing, referral and reporting procedures. A copy of the quality control plan is to be submitted to County Facility's Contract Administrator at the beginning of the contract and every time the plan is updated or revised to conform to County Facility's requirements.

B. General:

1. Services To Be Provided:

At all the six County Facilities and/or Comprehensive Health Centers and Health Centers. Contractor shall provide radiation therapy services to patients referred by County Facilities, unless the delivery of such services is made

impossible due to strikes, force majeure, or other similar causes beyond the control of Contractor. All services shall be performed in accordance with the terms and conditions described herein.

Contractor agrees to provide County Facilities such radiation therapy services up to the limits of its available services capacity, Monday through Friday from 7:00 a.m. to 5:00 p.m., except for recognized County holidays. Contractor shall within 24 hours, notify by telephone County Facilities' Department of Radiology and Oncology, in the event Contractor has exhausted its capacity to accept County referred patients. Similarly, when Contractor is again able to accept County-referred patients for radiation therapy services, Contractor shall within 24 hours, notify County Facilities.

All radiation therapy services shall be provided by radiation therapy technologists certified in the State of California and performed under the supervision of physicians specializing in radiation therapy who are duly licensed to practice medicine in the State of California and on the medical staff of Contractor.

Radiation therapy services shall be limited to the radiation management of those conditions indicated in written orders from the patient's County Facility's attending physician.

Unless medically contraindicated or specifically authorized by County, all County-referred patients, including Medicare covered and third-party covered

patients, shall be referred back to County Facilities for follow-up care, continuing care or other medical care.

County Facilities shall provide Contractor with its procedures for the referral of County Facilities patients hereunder and shall also provide Contractor with County Facilities' requirements regarding the reporting of consultation and treatment reports.

2. Responsibilities Of County:

a. All radiation therapy services must be authorized in advance by the appropriate County Facility's Department of Radiology and Oncology.

b. Authorization for radiation therapy services shall be evidenced by a completed patient referral form which must be signed by an authorized physician member of County Facilities' Department of Radiology and Oncology. Said patient referral form shall also include, but not be limited to, the following:

Patient's diagnosis, copy of appropriate and necessary insurance information, if applicable, a copy of the patient's Medical or Medicare card, and other information necessary for the provision of services hereunder.

3. Transport Arrangements: County Facilities shall arrange all in-patients and some out-patients transfers to Contractor's facility through the Medical Alert Center (MAC). Transportation for out-patients will be arranged at the discretion of each County Facility, based on individual circumstances. Authorization for services for patients referred from County Facilities hereunder shall be evidenced by a patient referral number (known as the PTIS number) issued by the MAC.

Said number shall be noted in the patient's chart and on Contractor's billing invoices to County.

4. Standards Of Care:

a. Contractor shall provide for supervision and monitoring of the medical care provided County-referred patients pursuant to this Agreement, in accordance with recognized standards therefor through regular review of patient medical records by Contractor's appropriately designated medical staff committee(s).

b. Contractor shall maintain accreditation by the JC and shall be in conformance with the standards of the JC and with all applicable Federal and State statutes, regulations and related requirements, as amended from time to time, which are applicable to Contractor's provision of services under this Agreement. Contractor shall provide County Facilities with evidence of all surveys (passing or failing) by accrediting agencies (e.g., JC and others) on an annual basis.

c. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director or his designee to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessments and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established for medical and surgical services and to permit review by County's

Quality Assessment and Improvement Committee representatives of Contractor's patient charts and patient records for County-referred patients. Such review shall not extend to records of medical staff committees.

d. Contractor shall have a written Quality Assessment and Improvement Program that describes the program's objectives, organizations and mechanisms for overseeing the effectiveness of monitoring, evaluation and problem-solving activities and shall provide a copy of such Quality Assessment and Improvement Program to County upon request. Contractor shall maintain records of peer review plans, audit results, problem identified, and corrective actions for a period of seven (7) years from the date such records were prepared, and shall have them available upon request for review by County's Quality Assessment and Improvement Committee.

e. Contractor shall attend the weekly County Facility's Tumor Board meetings on a regular basis.

f. Consultations: Routine consultations will be seen within one week of receipt of request.

g. Documentation of the consultation, interval treatment report and final treatment summary shall be sent to County Facilities for inclusion in the patient's medical records.

5. Infection Control: If Contractor's employee(s) is (are) diagnosed with having an infectious disease, and such employee(s) has (have) had contact with a County-referred patient during the usual incubation period for such infectious

disease, Contractor shall report such occurrence(s) to County Facilities' Employee Health/Infection Control Department.

If a County-referred patient is diagnosed with having an infectious disease, and such County-referred patient has had contact with Contractor's employee(s) during the usual incubation period for such infectious disease, County Facilities shall report such occurrence(s) to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

6. Physical Examination: Contractor shall ensure that each person who performs patient care services under this Agreement is examined by a licensed physician or other appropriate licensed medical practitioner authorized to provide such examinations, on an annual or biannual basis, as required by the JC and Section 70723, Title 22, California Code of Regulations, and shall provide County, upon request, with written certification that each such person is free of infectious/contagious disease(s). which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place, is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no

demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. Emergency Medical Treatment: For County-referred patients who are provided radiation therapy services hereunder and who may require emergency medical care for physical illness or accident while at Contractor's facility, Contractor must call 9-1-1. Contractor must submit a written report to the County Facility's Risk Management Division within five (5) working days of the incident, describing the circumstances of the emergency and the actions taken.

8. General Conditions:

a. The services provided pursuant to this Agreement shall include all care generally provided in Contractor's facility to medical and surgical patients, including nursing services, recovery care, equipment and supplies to support such services, and facilities to manage the needs of patients on a continuing basis in accordance with accepted medical standards, with personnel who are assigned and available to the institution rendering the service for the provision of services to the patients, and such other care, services, or supplies as may be necessary for the treatment.

b. It is understood and agreed that the medical care furnished to County-referred patients pursuant to this Agreement shall be provided by physicians duly licensed to practice medicine in the State of California, and the agreement by Contractor to arrange for the furnishing of such professional medical care is not to be construed as Contractor entering into the practice of medicine. This provision, however, is not intended to limit the right of other practitioners or nursing personnel affiliated with or employed by Contractor to render any and all services within the scope of their professional licensure or certification, as permitted by Contractor's rules, regulations, and policies with respect thereto.

AGRCD4358.DZ
Exhibit A
5/9/07

EXHIBIT A
SCHEDULE 1
RADIATION THERAPY SERVICES
<CONTRACTOR'S NAME>
FLAT RATE PER CASE

Type of Service

Maximum Rate of Payment

All Radiation Therapy
Services*

\$4,275 per case
for County-responsible
patients**

* A full range of associated services are included in the per case rate, i.e., consultations, planning, physics, simulations, blocks/wedges, casts, lab, and x-rays.

** Contractor shall bill the third-party payer for services rendered to patients covered by Medi-Cal or other third-party payer insurance.

Note: Intensified Modulated Radiation Therapy (IMRT) will be used in all cases where clinically indicated, i.e., prostate cancer, at the same per case rate.

EXHIBIT A
SCHEDULE 2
RADIATION THERAPY SERVICES
<CONTRACTOR'S NAME>

PER TREATMENT/PROCEDURE RATE (MEDI-CAL RATES)

<u>TREATMENT CATEGORIES</u>	<u>CPT CODES</u>	<u>RATE*</u>
<u>Complex Definitive (7-8 weeks therapy)</u>	77794	<u>\$193.05</u>
<ul style="list-style-type: none"> - Primary Full Breast - Prostate (Standard-4 field - Larynx (b.i.d. treatment) - Primary Head & Neck - Multi-fractioned Head & Neck - Rectum/Anus with or without surgical excision - Esophageal-Definitive w/Biopsy only - Sarcomas-extremities - Gallbladder - Bladder - Pituitary - Brain Tumors - Nasopharyngeal Carcinoma - Pancreas-long course - Single/Multi-fractioned lung - Advanced Chest Wall Recurrence - Breast - Definitive GYN Cancers (w/Boosts, Para-Aortic Treatment) (Cervix, vulva, vaginal, tubal) - Craniospinal Irradiation - Post-op Endometrium with Para-Aortic Lymph Nodes - Post-op Cervix with Para-Aortic Lymph Nodes - Post-op Vagina with Para-Aortic Lymph Nodes - Post-op Vulva with Para-Aortic Lymph Nodes 		
<u>Definitive (5-6 weeks therapy)</u>	77793	<u>\$163.05</u>
<ul style="list-style-type: none"> - Pre/Post-op breast/adjuvant or recurrent chest wall 2-3 field - Post-op Esophageal - Post-op Endometrium - Mantle only (Hodgkin's) or Consolidated Treatment Hodgkin's (multiple sites) 		

TREATMENT CATEGORIES**CPT CODES****RATE*****Definitive (5-6 weeks therapy) (Cont'd)**

- Non Hodgkin's Lymphoma - Extended Field
- Non Hodgkin's Lymphoma (Head and Neck)
- Kaposi's Sarcoma - Long Course
- Post-op Colon
- Post-op Prostate
- Recurrent Cervix (curative intense-external only)
- Skin Cancer (4-6 week course)
- Pos-op Head and Neck
- Post-op Cervix CA
- Post-op Vaginal CA
- Post-op Vulva CA
- Definitive Cervix
- Testicular CA - Seminoma/Non-Seminoma
- Pancreas - short course
- Thyroid and Mediastinal Tumors

Complex Standard

77792

\$146.61

- Emergency Palliative (e.g., Spinal Cord)
- Bone Mets (>3 sites treated at the same time)
- Whole Brain. C-2
- Skin CA - short course (< 3 weeks)
- Kaposi Sarcoma - AIDS related
- Palliative Lung - short course (3-5 weeks)
- Palliative Pelvis - short course (3-5 weeks)
- Graves Ophthalmopathy
- Orbital Pseudotumor
- Hemi-Body Lower Half
- Limited Field Hodgkin's or No-Hodgkin's -
Consolidative Therapy or Palliative

Standard

77791

\$130.98

- Bone Mets (1-2 Sites treated at the same time)
- Whole Brain
- Hip/Heterotopic Bone-Formation
- Pre-op Rectum
- Pre-op Bladder
- Kaposi Sarcoma - short course (< 1 week)

<u>TREATMENT CATEGORIES</u>	<u>CPT CODES</u>	<u>RATE*</u>
<u>Other (Non-Malignant)</u>		
- Pterygium (3 treatments) One area	372.40	<u>\$58.35</u>
Two areas		<u>\$116.70</u>
- Keloid	701.4	<u>\$71.99</u>
<u>Treatment Planning Ultrasound</u>	76872	<u>\$ 67.65</u>
<u>Follow-up Visits</u>	99214	<u>\$ 37.50</u>
- All categories include two follow-up visits per year for the first two years		
- After two years, need approval		
<u>CT Treatment Planning (CPT4)</u>	76370	<u>\$136.22</u>
<u>3-D Conformal Radiation Therapy Treatment Codes</u>		
- Initial Consult	99241	<u>\$ 30.60</u>
	99242	<u>\$ 47.20</u>
	99243	<u>\$ 59.50</u>
	99244	<u>\$ 81.40</u>
	99245	<u>\$102.20</u>
- Treatment Planning Complex	77263	<u>\$210.10</u>
- CT Simulation Complex	77295	<u>\$813.13</u>
- Simulation Complex	77290	<u>\$155.89</u>
- Simulation Intermediate	77285	<u>\$127.02</u>
- Simulation Simple	77280	<u>\$ 80.14</u>
- Isodose Complex	77315	<u>\$121.13</u>

TREATMENT CATEGORIES**CPT CODES****RATE*****3-D Conformal Radiation Therapy Treatment Codes (Cont'd)**

-	Special Therapy Port Plan	77321	<u>\$179.20</u>
-	Special Medical Radiation Physics Consultation	77370	<u>\$ 95.19</u>
-	Special Treatment Procedures	77470	<u>\$253.65</u>
-	x 7 Basic Dosimetry Calculation(s)	77300	<u>\$126.06</u>
-	x 9 Continuing Medical Physics	77336	<u>\$ 55.08</u>
-	x 9 Port Films (Verification)	77417	<u>\$ 57.30</u>
-	x 9 Weekly Treatment Management	77427	<u>\$114.37</u>
-	x 7 Treatment/Immobilization Devices	77334	<u>\$129.80</u>
-	x 40 Daily Treatment Delivery	77413	<u>\$ 50.62</u>
		77414	<u>\$ 58.83</u>
		77416	<u>\$ 67.04</u>
-	Follow Up Visit	99211	<u>\$ 12.00</u>
		99212	<u>\$ 18.10</u>
		99213	<u>\$ 24.00</u>
		99214	<u>\$ 37.50</u>
		99215	<u>\$ 57.20</u>

Intensified Modulated Radiation Therapy (IMRT) Radiation Therapy Treatment Codes**Pre IMRT Treatment Planning Codes:**

-	Initial Consult	99241	<u>\$ 30.60</u>
		99242	<u>\$ 47.20</u>
		99243	<u>\$ 59.50</u>
		99244	<u>\$ 81.40</u>
		99245	<u>\$102.20</u>
-	Physician Clinical Treatment Planning – Complex	77263	<u>\$210.10</u>
-	Initial Simulation (position/leveling)	77290	<u>\$155.89</u>
-	Physics Consultation	77370	<u>\$ 95.19</u>
-	Special Treatment Procedure	77470	<u>\$253.65</u>

TREATMENT CATEGORIES**CPT CODES****RATE*****Pre IMRT Treatment Planning Codes:**

-	Ultra Sound Localization (if needed)	76950	<u>\$ 57.57</u>
-	x 4 or less Immobilization Treatment Devices – Complex	77334	<u>\$129.80</u>

IMRT Dosimetry Treatment Planning Codes:

-	IMRT Dosimetry Treatment Plan x one per course	77301	<u>\$1,237.18</u>
-	x 7 or less Basic Dosimetry Calculation(s)	77300	<u>\$ 126.06</u>

Post IMRT Planning Treatment Codes:

-	Simulation Simple	77280	<u>\$ 80.14</u>
-	x 44 or less IMRT Daily Treatment Delivery	77418	<u>\$ 523.76</u>
-	x 4 or less Treatment Devices per port or fluence diagram – Complex	77334	<u>\$ 129.80</u>
-	x 9 or less Continuing Medical Physics	77336	<u>\$ 55.08</u>
-	x 9 or less Port Films (verification of iso-center set up every 5 fractions)	77417	<u>\$ 57.30</u>
-	x 9 or less Physicians Clinical Treatment Management (per 5 fractions)	77427	<u>\$ 114.37</u>
-	Ultra Sound Localization (if needed)	76950	<u>\$ 57.57</u>
-	Follow Up Visit	99211	<u>\$ 12.00</u>
		99212	<u>\$ 18.10</u>
		99213	<u>\$ 24.00</u>
		99214	<u>\$ 37.50</u>
		99215	<u>\$ 57.20</u>

3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost:

-	Initial Consult	99241	<u>\$ 30.60</u>
		99242	<u>\$ 47.20</u>
		99243	<u>\$ 59.50</u>

TREATMENT CATEGORIESCPT CODESRATE*3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost (Cont'd):

	99244	\$ 81.40
	99245	\$ 102.20
- Treatment Planning Complex	77263	\$ 210.10
- CT Simulation Complex	77295	\$ 613.13
- Simulation Complex	77290	\$ 155.89
- Simulation Intermediate	77285	\$ 127.02
- Simulation Simple	77280	\$ 80.14
- Isodose Complex	77315	\$ 121.13
- Special Therapy Port Plan	77321	\$ 179.20
- Special Medical Radiation Physics Consult	77370	\$ 95.19
- Special Treatment Procedures	77470	\$ 253.65
- x 7 Basic Dosimetry Calculation(s)	77300	\$ 126.06
- x 9 Continuing Medical Physics	77336	\$ 55.08
- x 9 Port Films (Verification)	77417	\$ 57.30
- x 9 Weekly Treatment Management	77427	\$ 114.37
- x 7 Treatment/Immobilization Devices	77334	\$ 129.80
- x 40 Daily Treatment Delivery	77413	\$ 50.62
	77414	\$ 58.83
	77416	\$ 67.04
- Follow Up Visit	99211	\$ 12.00
	99212	\$ 18.10
	99213	\$ 24.00
	99214	\$ 37.50
	99215	\$ 57.20

TREATMENT CATEGORIES**CPT CODES****RATE*****IMRT Boost CPT Codes:**

- x 1 IMRT Dosimetry Treatment Plan	77301	\$ <u>1,237.18</u>
- x 10 IMRT Daily Treatment Delivery	77418	\$ <u>523.76</u>
- x 1 Ultra Sound Localization (if needed)	76950	\$ <u>57.57</u>

Stereotactic Radiosurgery:

- SRS Complete (1 session)	G0173	\$ <u>407.83</u>
- Special Dosimetry	77331	\$ <u>53.75</u>
- Tx Device, Custom Blocking mask	77334	\$ <u>129.80</u>
- Tx Device, Additional (x# of fields)	77334	\$ <u>129.80</u>
- Basic Dosimetry	77300	\$ <u>126.06</u>
- Basic Dosimetry, Add (x# of fields)	77330	\$ <u>126.06</u>
- Continuing Rad, Physics	77336	\$ <u>55.08</u>
- Special Physics Consultation	77370	\$ <u>95.19</u>
- 3D Simulation/3d Isodose	77295	\$ <u>813.13</u>
- Clinical Tx Plan	77263	\$ <u>210.10</u>
- SRS Tx Mgt	77432	\$ <u>284.32</u>

* Proposed rates shall be at the Medi-Cal rates.

Note: IMRT will be used in all cases where clinically indicated, i.e., prostate cancer, at the same treatment rate.

Contractor shall bill the third-party payer for services rendered to patients covered by Medi-Cal or other third-party payer insurance.

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EXHIBIT B

RADIATION THERAPY SERVICES AGREEMENT

COUNTY MEDICAL FACILITIES

Los Angeles County+USC
Medical Center
1200 North State Street
Los Angeles, California 90033

Harbor/UCLA Medical Center
1000 West Carson Street
Torrance, California 90509

Martin Luther King, Jr./Harbor
Hospital
12021 Wilmington Avenue
Los Angeles, California 90059

Olive View/UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342

Rancho Los Amigos National R.C.
7601 E. Imperial Highway
Downey, California 90242

High Desert Health System
44900 North 60th Street West
Lancaster, California 93536

Edward R. Roybal
Comprehensive Health Center
245 S. Fetterly Avenue
Los Angeles, California 90022

El Monte Comprehensive
Health Center
10953 Ramona Blvd.
El Monte, California 91731

H. Claude Hudson Comprehensive
Health Center
2829 S. Grand Avenue
Los Angeles, California 90007

Hubert H. Humphrey
Comprehensive Health Center
5850 S. Main Street
Los Angeles, California 90003

Mid-Valley Comprehensive
Health Center
7515 Van Nuys Blvd.
Van Nuys, California 91405

Long Beach Comprehensive
Health Center
1333 Chestnut Avenue
Long Beach, California 90813

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EXHIBIT C

RADIATION THERAPY SERVICES AGREEMENT

CONTRACTOR'S PRACTICE LOCATION(S)*
AND CONTACT PERSON(S)

CONTRACTOR'S NAME

CONTRACTOR'S ADDRESS AND CONTACT PERSON

*Contractor may add or delete Practice Locations by providing at least thirty (30) days prior written notice to the referring County Facility(ies).

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